FOUNDATION FOR DEEP ECOLOGY

Andy Kimbrell
202 547-9359
Int'l Grant. for Tech. Assessment

April 23, 2002

Peter Warshall
Point Foundation
1408 Mission Avenue
San Rafael, California 94901

Dear Peter,

I would like to take this opportunity to remind you that reporting on our fiscal year 2001 grant is now seriously past due. This grant in the amount of $20,000 was issued on August 31, 2000, for support of *Whole Earth* magazine. The grant report was due one year from the date on the grant check, or on August 31, 2001.

Please provide us with the following: 1) a narrative account, approximately 2-4 pages, describing the progress achieved toward the purpose of the grant; and 2) a detailed financial accounting of the $20,000 grant. A Grantee Report form is enclosed to assist you with the financial accounting.

We have all issues of Whole Earth on file except two, the Fall and Winter 2001 issues. Is it possible to get another copy of both of these issues?

If you have any questions regarding this request, please contact me. Thank you, Peter, for your cooperation.

Sincerely,

Lizzie Udwin

Lizzie Udwin
Grant Administrator

#362

Building 1062, Ft. Cronkhite, Sausalito, CA 94965 Tel 415.229.9339 Fax 415.229.9340

FOUNDATION FOR DEEP ECOLOGY

August 17, 2000

Peter Warshall
Point Foundation
1408 Mission Avenue
San Rafael, CA 94901

RE: **Award Letter Agreement for Grant #4845**

Dear Peter:

It is my pleasure to inform you that the **Foundation for Deep Ecology** (Foundation) has approved a **$20,000** grant to the **Point Foundation** (Grantee) to support a specific project described as follows:

General Support of *Whole Earth Magazine*.

We will arrange payment of the grant within four weeks of receipt of the signed letter agreement.

Please read the following conditions and attachments to this Agreement very carefully. This Agreement between the Foundation and Grantee shall be effective when signed by an authorized representative of your organization and returned to the Foundation.

GRANT CONDITIONS

I. General

Grantee shall use the grant funds solely for the purposes of the specific project as described above. Any significant changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before implementation.

II. Reporting/Recordkeeping

To enable the Foundation to evaluate the effectiveness of this grant, Grantee shall submit written reports to Foundation containing (1) a description of the progress that Grantee has made toward achieving the purposes for which this grant was made, (2) a financial accounting of the expenditure of grant funds, (3) copies of any publications resulting from the grant, and (4) a report on the Grantee's compliance with the terms of this Agreement. Grantee shall submit such reports within one year of the date on the grant check. If grant funds have not been completely expended within one year from the grant check date, an interim report will be due with the final report following upon expenditure of the remaining funds or within one year following the interim report.

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Grantee shall maintain books to show these grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on those books. Grantee shall keep adequate records to substantiate such expenditures. Grantee shall made such books and records available to Foundation at reasonable times for review and audit. Grantee shall keep copies of all relevant books and records and all reports to the Foundation for at least four years after completion of the use of the grant funds. The Foundation may also verify any information contained in Grantee's reports by interviewing Grantee's personnel.

III. Return of Unexpended Funds; Remedies on Default

Grantee shall repay to the Foundation, upon the completion date shown on the attached Grant Summary, any portion of the grant funds not expended or committed for the purposes of the specific project described above.

In the event that the Foundation determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee, and the Foundation may demand the return of all or part of the unexpended grant funds, which the Grantee shall immediately repay to Foundation.

IV. Tax Status

This grant is based on your representation, which shall continue through the completion date, that the Grantee is exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code (IRC) and that it is not a private foundation as defined in IRC Section 509(a). The Grantee must give the Foundation immediate written notice if there is any change or potential change in the Grantee's tax-exempt or nonprivate foundation status.

The grant funds are not earmarked to be used in any attempt to influence legislation within the meaning of IRC Section 4945(e), or to engage in any other activity which, if conducted directly by the Foundation, would result in the imposition of any tax on the Foundation under IRC Chapter 42. No agreement, oral or written, to that effect has been made between the Foundation and Grantee. If the project involves public policy issues, the Foundation is relying upon Grantee's representations, made in Grantee's grant request and proposed budget, that this grant does not exceed the amount budgeted by Grantee for activities of the project that are not attempts to influence legislation within the meaning of IRC Section 4945(e).

Grantee shall not use any portion of the grant funds to influence the outcome of any specific election for candidates to public office, to carry on any voter registration drive except as provided in IRC Section 4945(f), to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).

V. Subgrantees

With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause Grantee to choose any particular subgrantee.

VI. Grant Announcements

The Foundation may also include information on the grant in its periodic public reports.

VII. Other Provisions

The Grantee is solely responsible for the activity supported by the grant funds, the content of any product of the project, and the manner in which any such product may be disseminated.

This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.

Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees, or agents.

This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

If this letter and its attachments correctly set forth your understanding of the terms and conditions of this grant, please have the appropriate officer sign the enclosed original of the letter and return it (with the attachments) to the Foundation. Please retain copies for your files.

As Grants Administrator, I am responsible for the administration of this grant. All future communications concerning this grant should be directed to me, Lizzie Udwin.

On behalf of the Foundation's Board and staff, let me express how delighted we are to offer this support to **Point Foundation** for ***Whole Earth Magazine***. We extend every good wish for the success of this project.

Sincerely,

Lizzie Udwin

Lizzie Udwin, Grants Administrator

Accepted on behalf of **Point Foundation** (Grantee) by:

Diana Hadley

Authorized Signature

DIANA HADLEY, POINT FOUNDATION BOARD MEMBER

Name/Title

August 21, 2000

Date

Whole Earth Magazine

I have received a copy of the preceding Award Letter Agreement and understand its provisions.

Peter Marshall

Signature of Project Director

Editor

Name/Title

Aug 18, 2000

Date